

MARK J. MOLZ, ESQUIRE  
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HAINESPORT, NJ 08036  
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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

RONNIE MORTON

Plaintiff

v.

MARK J. MOLZ, ESQ. d/b/a  
MARK MOLZ LAW OFFICE

Defendant

Civil Action No. 17-1799

**ANSWER AND COUNTERCLAIM  
WITH JURY DEMAND**

Mark J. Molz, Esq. d/b/a Mark Molz Law Office by way of Answer states:

1. Denied.
2. Denied.
3. Answering defendant is without knowledge or information sufficient to form a belief as to the truth of this allegation.
4. Admitted that Mark Molz is an attorney licensed in the state of New Jersey. The balance of this averment is denied.
5. Answering defendant is without knowledge or information sufficient to form a belief as to the truth of this allegation.
6. Denied.

7. Denied.

8. Denied.

9. Denied.

10. Denied.

11. It is admitted that a fee agreement was signed. It is denied that the Plaintiff ever paid the retainer or cooperated.

12. It is admitted that a fee agreement was signed. It is denied that the Plaintiff ever paid the required amounts.

13. Denied.

14. Denied.

15. Denied.

16. Admitted that a complaint was filed based upon the dates provided by the plaintiff within time in the plaintiff's name. The balance of this averment is denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Admitted.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

**COUNT I**

30. The foregoing responses are repeated as though set forth at length herein.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

Wherefore answering defendant Mark J. Molz, Esq. d/b/a Mark Molz Law Office demands judgment dismissing plaintiff's complaint with costs.

**COUNT II**

36. The foregoing responses are repeated as though set forth at length herein.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

Wherefore answering defendant Mark J. Molz, Esq. d/b/a Mark Molz Law Office demands judgment dismissing plaintiff's complaint with costs.

**COUNT III**

42. The foregoing responses are repeated as though set forth at length herein.

43. Denied. The Plaintiff failed to pay the agreed upon retainer and breached the agreement.

44. Denied.

45. Denied.

Wherefore answering defendant Mark J. Molz, Esq. d/b/a Mark Molz Law Office demands judgment dismissing plaintiff's complaint with costs.

MARK J. MOLZ, ESQUIRE  
ATTORNEY for Defendant(s)

Dated: June 16, 2018

By:

  
MARK J. MOLZ, ESQUIRE

**FIRST AFFIRMATIVE AND SEPARATE DEFENSE**

Plaintiff's complaint fails to state a cause of action

**SECOND AFFIRMATIVE AND SEPARATE DEFENSE**

The contract fails for lack of consideration

**THIRD AFFIRMATIVE AND SEPARATE DEFENSE**

Plaintiff assumed the risk of committing a new crime which resulted in his incarceration  
and loss of his job

**FOURTH AFFIRMATIVE AND SEPARATE DEFENSE**

Plaintiff's claims do not meet the jurisdictional threshold of \$75,000

**FIFTH AFFIRMATIVE AND SEPARATE DEFENSE**

Plaintiff breached the contract.

**SIXTH AFFIRMATIVE AND SEPARATE DEFENSE**

Plaintiff caused his own damages.

MARK J. MOLZ, ESQUIRE  
ATTORNEY for Defendant(s)

Dated: June 16, 2018

By:

  
MARK J. MOLZ, ESQUIRE

**COUNTERCLAIM**

Defendants/Plaintiffs on the Counterclaim Mark J. Molz, Esq. d/b/a Mark Molz Law

Office by way of counterclaim state:

1. At all relevant times, the Defendant Ronnie Morton has given an address of 1826 N. 28<sup>th</sup> Street, Philadelphia, PA.
2. The complaint filed by the Defendant on the counterclaim contains a fictitious and fraudulent fee agreement wherein the date of injury was altered and which does not fairly represent the agreement of the parties.
3. Defendant on the counterclaim has committed fraud which has caused damages to the plaintiff including but not limited to the costs of defending this action, damage to reputation and emotional distress.
4. As a direct and proximate result of the fraud, misrepresentation and intentional wrongdoing, Plaintiff on the counterclaim has been injured, has been forced to expend time, effort and costs to defend this action.
5. As a direct and proximate result of the acts or omissions by Defendant on the Counterclaim in fraudulently altering the fee agreement and in failing to pay the retainer, defendant on the counterclaim has attempted to defraud Plaintiff on the counterclaim.



WHEREFORE, Plaintiff on the counterclaim demands judgment against the Defendant on the counterclaim Ronnie Morton for punitive damages, compensatory damages, attorney's fees and costs of suit.

## COUNT II

6. The foregoing averments are repeated as though set forth at length herein.
7. Defendant on the counterclaim breached the contract with the Plaintiff on the counterclaim at its inception by failing to pay the agreed upon retainer and by committing new crimes which resulted in his incarceration.
8. Plaintiff on the counterclaim was unable to reach the Defendant on the counterclaim and eventually filed a complaint to protect the statute of limitations in the name of the defendant and supplied the filed complaint to Ronnie Morton so that he could pursue the case if he so desired.
9. The Defendant on the counterclaim failed to prosecute the action which was ultimately dismissed and as a result defendant on the counterclaim caused any damages he asserts.
10. As a direct and proximate result of the breach of contract by Defendant on the Counterclaim, Plaintiff on the counterclaim has suffered damages, has been forced to defend a frivolous action, has incurred costs and has expended attorney time and has suffered other damages.

WHEREFORE, Plaintiff on the counterclaim demands judgment against the Defendant on the counterclaim Ronnie Morton for punitive damages, compensatory damages, attorney's fees and costs of suit.

Dated: June 16, 2018

MARK J. MOLZ, ESQUIRE  
ATTORNEY for Defendant(s)

By:

  
MARK J. MOLZ, ESQUIRE

**CERTIFICATION OF SERVICE**

The undersigned hereby certifies under penalty of perjury that this Answer was served on all known parties in this action on the date of filing with the Court, and that such service was made via regular mail to all attorneys and pro se litigants known to be in this action, pursuant to the Federal Rules of Civil Procedure.

Matthew B. Weisberg, Esq.  
Weisberg Law  
7 South Morton Ave.  
Morton, PA 19070

Gary Scafkopf, Esq.  
Hopkins & Scafkopf, LLC  
11 Bala Ave.  
Bala Cynwyd, PA 10994

Dated: June 20, 2018

MARK J. MOLZ, ESQUIRE  
ATTORNEY for Defendant(s)

By:

  
MARK J. MOLZ, ESQUIRE